App. F. IX-4

Previous References 1935. (Mujrai

File No. 321-35

Serial Nos. ~~1, 2~~ 1-4

Mujrai 313-315 1-2 is also mixed up with the Mujrai 321

Letter References. Nothing ac. 3 c. 1-4, 7-34.

GENERAL AND REVENUE SECRETARIAT.

Serial Nos. 2. 4 and one sealed cover

Part B for November 1936

SUBJECT.

Re the leasing of a piece of land known as Kateha Ghat at Benares

From the Mujrai Comm.

No. 11444 of 11-36.

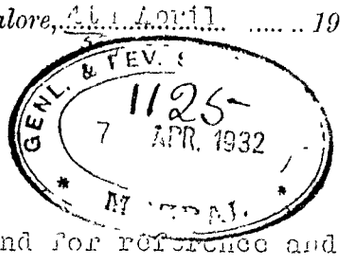
WD 0418—GPB—22,500—29-8-36

Sanction of Agent at Benares was instructed to approach Mr Ashrafi Singh in time and secure the land for the charkha

B 61/31-32

OFFICE OF THE MUZRAI COMMISSIONER
IN MYSORE.

Dated, Bangalore, 4th April ..... 1932.



Dear Sir,

I request you to kindly send for reference and return the ~~Secretariat~~ file no.207(a) of 1926 re leasing of a piece of land known as Katcha Chat at Lonere and also the approved plan of the plot taken for lease.

cd 5/4/32

Yours sincerely,

To

(Thro') B. Buddulrishnamma, Esq., B.A.,

Assistant Secretary to the Government

of His Highness the Maharaja of Mysore,

FINANCIAL DEPARTMENT.

9.4.32 9/4/32 Letter No. 1436 dt 11.4.32 155
Lo o/s Stock No. 3.

Appendix F G—1]

SUBJECT .....

.....

.....

Diary No. of letter replied to .....

General and Revenue Secretariat

( )

the 193

Date of issue 11.4.32

Signed by Mr. B. Muddiman

Section

File No.

Serial No.

No 1436/Reg.

To The Officer in charge of the S.T. Hqrs Trg.

Sir,

I am directed to invite reference to correspondence ending with your letter No. 1246 dated 20.8.31 and to request you to be so good as to send the Sealed Cover referred therein (Safe Custody Regt. no. 1258) for reference.

I have the

11/4/32

for Secy

Please send copy & submit-thy office. for appl

MSH 11/4/32

List of enclosures .....

Copied by .....

Examined by .....

WD 71—GPBM—40,000—20-7-31

GENL. & REV. SECRETARIAT 1228 21 APR. 1932 MUZRAI.

MEMORANDUM

Dated 19. 4. 1932

From

The Officer in Charge of
State Huzur Treasury,
Mysore Government,
Bangalore.

To

The Financial Secretary.
to the Government of M
Bangalore.

20 APR 1932

No. 6643
Enc. one sealed cover.

Sir

As directed in your letter No 1436 Muzy dated 11th April 1932, I have the honour to forward herewith the sealed cover (safe custody Register No 1258) said to contain the registd lease deed in respect of property No 1339 of Benares Municipality and to request that the receipt of the same may kindly be acknowledged

I have the honour to be,

Sir,

your most obedient Servant.

M S Ramachandra

BRB THE TREASURY OFFICER, STATE HUZUR TREASURY,

C 661/31-32

GEN. & REV. SECRETARIAT 1239 21 APR 1932 MYSORE

OFFICE OF THE MUZRAI COMMISSIONER, IN MYSORE

Bangalore....19th April.....193 2

21

Sir,

Please refer to my D.O. No.661/31-32 dated 5-4-32 requesting you to kindly send for reference, the Secretariat file No.207 (a) of 1926 re: the leasing of Katcha Chat at Ares. I shall be obliged if the same is sent early.

Yours sincerely,

21/4/32

21/4/32

P. Muddukrishnappa, Esq., B.A.,
Assistant Secretary to the Government of Mysore,
General & Revenue Secretariat,
Bangalore.

The sealed cover containing enclosures do were received in the office only 4.32 (Yesterday) & hence the connected could not be sent earlier & the M.C. could not be present earlier & the M.C. proceeding to the fair and the cases & the Asst to M.C. is also gone for appl.

C.C. 22/4/32.

25 APR 1932 GEN. & REV. SEC.

28/4/32

General and Revenue Secretariat | File No. | of 193

Serial No.

Letter No 1550 D/ 26-6-32
Addressed to receipt of the sealed
Covers.
Letter No 1551 D/ 26-6-32
Forwarding ~~Invitation~~ Enquiry file
207(a) -26-27 and a sealed
Cover for perusal & return

Smith
27/4

File No

of 193

General Secr

Letter No C 1144 /31-32 dated the 25th/28th April 1932 from the Myaungmya Commissioner furnishing information ~~[illegible]~~ the Kadhachaung ~~[illegible]~~ regarding the difficulties in obtaining possession of the Kadhachaung area of Bunund.

Subject for perusal. The file of the Kadhachaung case sent to the Myaungmya Commissioner for perusal and return will be awaited, and also the further report of the M.C. on the subject mentioned in Commissioner's D.O. No. [illegible] dated 11/5/32

2/12/32

For perusal.

Further report from the M.C. may be awaited

12/5/32

8604

13/5

For Secy)

1st Number

12/5

2/14/5

MAY 1932
233/

General and Revenue Secretariat

File No. of 193/.

Serial No.

Letter No C661/31-32 dated the 11th May/2nd June 1932 from the Imperial Commr forwarding Correspondence relating to the leasing out of an additional bit of land near the Kacha Ghat at Benares for constructing a flight of steps to the river near the north end of the Imperial Govt Christian cemetery.

A doubt has been raised whether the addl bit of land in question belongs to the Benares Municipality or forms part of Katcha Ghat which has been taken on lease by the Govt.

The MC suggests that to make this point clear, the Benares Govt may be addressed in the matter.

9/6

Perhaps the Benares Govt may be addressed. But if this is not considered desirable in view of the fact that the amount demanded is small viz Rs 50/- as Nazarana and an annual rent of Re 1/-, the MC. may be informed that these amounts may be accepted & paid.

10/6/32

9041/12/6

U.O. No. 143. dt 16.6.32 Fin Secy)

Forwarded to the Chief Engineer with compliments to enquire into this matter after scrutinising the Papers of Mr Datta in Narainhassan & the plans.

14/6/32

NOTE—Continue on Sheet.

WD 70—GBPM—60,000—13-8-31

Br Bldg 17/6/32

Kw/16/6/32

File No.

of 193

General and Secretari

The amount of Rs 50 may be paid to the municipality

Mr Narayana

6.7.32

No 12

5.7.32

Submitted with reference to para 11 supra.

Recd

5/7/32

For Secy

Member

7/7/32

14 JULY 1932

No. 332

14/7.

Action may be taken accordingly

The Accountant CE

Draft

14.7.32

15/7

16/7

18) Draft

19/7

To Hon Mun: Comr: in reply No: 181 D/ 25.7.32

States that the amount of Rs 50/- demanded by the Benares municipality as Nazarana for the land in question may be paid to them

To the Comptroller No: 182 D/ 25.7.32

Forwards copy of the above

SECTION

20 JUL 1932

SECT

General and Revenue Secretariat | File No. 3 of 1932

Serial No.

Letter no 1144/31-32 dated the 7/10th June 1932 from the Magistrate Cawnpore forwarding a copy of the Judgment passed by the Additional Subordinate Judge, Benares, in Suit no 42 of 1931, Baleo Asharfi Singh and others Vs the Municipal Board, Benares, for the cancellation of the lease of land plot no 1339 at Harishchandra Ghat, leased out by the Municipal Council, Benares, to the Govt. and stating that the permit of the appeal filed before the High Court by the Municipality against the orders of the Lesser Court would be awarded.

Notice dated 5th N 1932 issued by Mr Indra Kant Pandey, Benares City, intimating that it has been decided that land in Kacha Ghat by the Municipal Board to the Mysore State belonged to Rai Baleo Asharfi Singh

Survey File No.

of 193 2

General Sec

[illegible] issue of orders
to vacate it and to pay the
mesne profits for the last
three years, and stating
that his client is prepared to
grant lease of the said land
to the State if the State
agreed a premium
which might be settled
by arbitration. File may be
forwarded to the Court
of Appeal, Auckland, for the
hearing of the appeal.

(Sd.) [illegible]
15/9/32

Fri Secy)

20) A — May be affirmed.

21) [illegible]
15/9/32

[illegible]
17.9.32

Law Section, with Compliments, with
reference to paras 19-21.

Reed
19/9/32

The reply has to state
that since Govt leases that
the M/Bd have appealed to the

General and Revenue Secretariat | File No. of 193

Serial No.

GENERAL SECRETARY'S OFFICE
3 OCT 1932
No.

O.No p 167/31
9 19-9-32

High court from the decree in Civil Suit No 41 of 1931, the decision in appeal has to be awaited before Govt can take any action in the matter.

Forwarded with compliments to the Govt Advocate for suggesting a draft reply.

M Govindarao
for Gen Secy 19/9

Fro 311/32-33
9 20/9/32

No. Pay 26/32-33
9 30.9.32

Returned with compliments.

A reply may be given on the lines of the draft herewith enclosed.

M Venkatasubba Rao
Government Advocate.
30-9-1932.

H.

Mur D-)

30/9

GENERAL SECRETARIAT 1932

CIVIL & REV. SECRETARIAT 3 OCT. 1932 MADRAS.

If approved, the a reply, as per Govt Advocates draft letter, will be sent to the Lawyers, with the Board's kind consideration. The hon'ble C.M. of the Lawyers is not quite interested.

3/10/32

The reply may be approved for issue.

MSK 3/10/32

If is for Umakant Pande so far as I can see it at present.

Note—Contin Sheet.

70—GBPM—60,000—13-8-31

Submit to Secy for

Thro' File No.

of 193

To Mr Umakanth Panda
Legal Practitioner, Bhelupur
Benares City.

No. 5758/10 Dated 10th October 32

Requests him to put in the settlement to suspend the appeal in suspense by the Bd. Board because as it is disposed off in the High Court to avoid unnecessary complication and enquires whether his client is agreeable to this course.

29 Re-submitted with reference to para 28 supra.

Sd
12/10/32
First Member)

30 Submitted for perusal.

Sd
12/10/32

31 [illegible]

12/10/32

Sd
15/10

Letter Dated 17th Oct 1932
from Mr Uma Kant Panda
Legal Practitioner, Bhelupur
Benares City, stating that
his Client has no objection
to grant time asking author-
ity to file appeal
Office Assistant

General and Revenue Secretariat | File No. | of 193 .

Serial No.

Municipal Board, &c &c
33 Sealed for orders. If approved
Copies of letter, dated 5 9 193
& of 17.10.1932 received from
Mr Uma Kant Pande and
of this office Letter No. 5757/M
dated 10th oct 1932 to the
Gentleman will be sent to the
Municipal Comrs for informn
with reference and
and action, if any, with
reference to their
May C/ his letter dated 7th June
1932.
C/C Thr
31/10/32

A - This may be done.
1/11/32

Fri Secy)
182 MR)

4/11
4/11

5/11/32
5/11

Put Sealed for a/11(
C/C.
8/11/32

9/11/32

!!! (11)

NOTE—Contn. Sheet.

File No. of 193 . General and Revenue Secretariat

Letter No 754 dated the 10 Nov 1952
to the Inspector Com & forwarding
for information and further action,
if any, copies of certain letters in
the matter of the leasing of the
Kalchaphat at Benares

19 MAY 1933
No.....

No. 1144/31-32

OFFICE OF THE MUZRAI COMMISSI
IN MYSORE.

GENL. & REV. SECRETARIA
1290
23. MAY 1933
MUZRAI

Dated, Bangalore, 17th May 1933.

FROM

S. HIRIANNAIYA, ESQ,. M.A., B.L.,
Muzrai Commissioner in Mysore.

To

S. Shamanna, Esq., B.A.,
Secretary to the Government of His Highness
the Maharaja of Mysore.
Financial *Department.*

SIR,

Se... ...ouncil
2 / MAY 1933
No. 8020.9..

With reference to your letter No.1647/Muz. dated 11/12th May 1933 in re: the lease of Katcha Chat at Benares for inclusion in the grounds of the Mysore Government Chattram at the place, I have the honor to state that nothing has yet been heard from the Agent about the disposal of the appeal said to have been filed by the Municipal Board of Benares against the judgment passed by the Additional Sub Judge, Benares, in favour of the Plaintiffs, Babu Ashrafin Singh and others. The Agent has been reminded to-day to report the stage at which the matter stands now.

I have the honor to be,

Sir,

Your most obedient servant,

Muzrai Commissioner.

1144 Rev C.
31-32

OFFICE OF THE MUZRAI COMMISSIONER IN MYSORE,

Bangalore, 14th June 1933.

18

16

GENL. & REV. SECRETARIAT
1394
19. JUN. 1933
MUZRAI

FROM

S. HIRIANNAIYA, Esq., B.A.,
Muzrai Commissioner in Mysore,
Bangalore

FINAL
No.....

To

S. Shamanna, Esq., B.A.,

Secretary to the Government of His Highness
Second Member of Council.
20 JUNE 1933
No. 66 F.G.I.

Secretary to the Government of His Highness the Maharaja of Mysore,
F.i.n.a.n.c.i.a.l. *Department.*

SIR,

In continuation of this office letter No.C.1144/31-32 dated 18-5-33 in re: the lease of Katcha Ghat at Benares, for inclusion in the grounds of the Mysore Government Chaultram at that place, I have the honor to forward herewith for favour of information, a copy of the Agent's report No.396 dated 23-5-33 stating that the appeal filed by the Benares Municipality in the High Court is still pending, that defendant's summons have been served on Raja Asarfin Singh and that the affairs of the Benares Municipality are now being managed by Government.

I have the honor to be,
Sir,
Your most obedient servant,

Hiriannaiya
Muzrai Commissioner.

Subd for perusal
20/6.
(II Reminder)
20/6

General and Revenue Secretariat

File No. 614 of 193

Serial No.

Letter No 1114 dated 23/3/36 from the H.C in Eng. ...

Submitted for perusal.

4/10

4/10

Submitted for perusal. The further report promised by the H.C will be awaited

25/3/36

25/3/36

Gen: Secy

Asst Secretary

29/3/36

GENERAL DEPARTMENT 26 MAR 1936 740

OFFICE OF THE HIGH COMMISSIONER FOR INDIA 28 MAR 1936 7036

WD 70—GBPM—60 000—13 8 31

Katcha Ghat at Benares

File No. of 193

Letter No 1116/31.2 & 25.6.36
From the M.C in Mysore
Submits his further report with
copies of the Allahabad High Court's
Judgment in Appeal No 277 of 1932
in the file of that Court

(9) The file may now be sent
to Law Section for advice as to further
action being taken in the matter, with
reference to paras 9-16 and 23 supra

(50) The case-worker's note
1/7/36 is not intelligible. According to
the High Courts' judgment, Mr. Asharfi
Singh is the owner of the land
required for extending the Mysore
Govt. Ghat included in the compound
of the Mysore Govt. Chattram at
Benares. As the land does not
belong to the Benares municipality!
the Govt. have to negotiate with Mr.
Asharfi Singh, if they want to
retain the land required for extend-
ing the Mysore Govt. Ghat situated
in the North grounds of the
Mysore Chattram at Benares. Attention
is invited to the notices issued by
Mr. Asharfi Singh's lawyer on this
subject. It is also a point for
consideration whether ~~it is necessary~~
in view of the judgment of the Allahabad
High Court on the question of the ownership
of the Katcha Ghat at Benares.

is hereafter necessary to pay a rent of Rs 50 per annum to the Benares municipality in accordance with ~~no~~ 2306-07 dated 17th no - Jud. 207A-26-21 1931, as the land does not belong to the Benares municipality. It is also a point for consideration whether the steps should not be taken to recover the amount already paid by the Govt. as lessees of the land. The Govt. Advocate may be consulted on these two points, if approved,

3.7.36.

5/7 Forwarded, with compliments, to the Govt. Advocate for favour of opinion.

Scanbarayappa
for Genl Secy to Govt.

3/7/36

Returned with compliments.

Re: Point No.1:- The decision of the Civil Court is binding on the Benares Municipality which was a party to the litigation and as it has been found that Mr. Asharfi Singh is the owner and not the Municipality, the latter would not be entitled to the rent in question. The Government need not, therefore, pay any rent to the Municipality hereafter. The Agentm may be requested to intimate this to the Municipality.

5/7 Re: Point No.2:- The Agent in Benares may also be requested to approach the Municipality for refunding

W.O. No 1 25-36 dated 3-7-36
Govt No 11 of 1936
dt 4.7.36

Govt No 4/36-3
dt 6-7-36

GENERAL AND REVENUE SECRETARIAT.

( )

NOTES.

File No.

FILE HEADING.

FROM

No.	Dated	Received

Diary No.	Enclos.	Spare copies	Serial No.

BRIEF ABSTRACT OF LETTER

NOTES AND ORDERS.

NOTES—First Sheet

WD 02552—GPB—5,000—10-7-30

Serial No.

refunding the amount paid to it so far as Mr. Asharfi Singh is claiming rent from the Government. There may be no difficulty in getting the refund as the Municipality, which is a responsible body, may not resist the claim on any untenable grounds.

N. Narayanan 9.7
Government Advocate.

H/9.7.1936.

5/ As the matter is under correspondence from 1927, a brief note on the subject is putup.

During 1927, with a view to ~~[illegible]~~ and maintain a pucca ghat over the Katcha Ghat near the Nasan ghat adjoining the Mysore Government Chattram No B.4/11 Hanuman ghat at Benares, the Benares Municipality was moved through the local Agent to lease ~~to lease~~ the plot of land measuring about 10,346 Sq. ft situated at South Shaqji Ward, Bhelupura district, adjoining the said chattram premises, for thirty years at an annual Rent of Rs 50/- with permission to build the ghat and steps leading to the Ganges River. The proposal was approved by the Mil Board and Sanction was also accorded to meet the amount of Rs 50/- payable to the Benares Municipal Board for the year 1930-31, from the closing balance of the Chattram Savings Bank. (G.O. dated 28.2.1931)

5/ Subsequently on 26th March 1931, Mr Madhoram Manikam of Benares, through

NOTE—Contn Sheet

21 Katchha Ghat at Benares

File No. of 193 General and Revenue Secretariat

whom the transaction took place, wrote to Govt. stating that the lease deeds relating to the plot of land, were duly registered and that the arrears of Rent due for four years from 1927 to 1931, on the said land to the Benares Municipal Board might be arranged to be paid at an early date.

5) Kind reference is invited to the Govt order passed on 17th April 1931, on the above representation, stating among other things that separate orders will issue as regards the claim for payment of the arrears of rent to the Municipality for the period of four years from 1927 to 1931. On the same date viz 17.4.1931, a reference was made to Mr. Habibullah Mankam at Benares, requesting him to intimate why Rent was claimed for the last four years, when according to the patta issued in this connection the land was leased out by the Municipality only from 1st April 1930, and no reply to this, seems to have been received here till now.

6) Subsequently on 28th April 1932, the Municipal Commissioner reported to Govt that one Atal Singh had filed a civil suit against the Benares Municipality, claiming a sum of Rs 5010/-

Kutcha Road at Bungalow,

Serial No.

on the ground that the patta of the plot of land (Property No 1339 of Bungalow Municipality) leased by the Municipality to the ally Govt Stood in his name and that a notice was contemplated to be sent by the Plaintiff after the disposal of the suit. The M-Calso stated that the possession of the land in question had not been made over to the Govt, and that the question of payment of either the arrears of Rent or the current Rent, did not arise at all. He further suggested that the disposal of the Suit filed by Asharfi Singh and the placing of the land actually in possession of the Govt, might therefore be awaited before any further action was to be taken in the matter. To the further representation of the Munsif Commissioner on 2.6.1932, Govt have pleased to inform him that the amount of Rs 50/- demanded by the Bungalow Municipality as Nazarana for the additional piece of Municipal land measuring 7 sq. yds close to the ally Govt Chattram land for constructing steps thereon, might be paid to the Municipality

5th Later, the Munsif Commissioner submitted with his letter dated 10.6.1932, a copy of the Judgment passed by the Additional Sub Judge Bungalow, in the above civil Suit, in favour of the Plaintiff Baba Asharfi Singh and he also Reported

Kotla Ghat vs. Benares

File No. of 193 . General and Revenue Secretariat

that the Benares Municipal Board had filed an appeal to the High Court against the said Judgment. On 5th Sept 1932, Mr. Umakant Pande, issued to the Govt a notice, on behalf of his client Ashrafi Singh, that the Additional Sub Judge held that the Benares Municipal Board had no right, title or interest in the land leased out to the Govt, that the same belonged to his client, and that necessary action may be taken to have the land vacated and to pay mesne profits for the previous 3 years. The Advocate also informed that his client was prepared to lease out the land to the Govt on payment of a proper premium and rent thereof. To this notice a reply was sent by Govt to the effect that the question of settlement etc mentioned therein might be put off until the disposal of the appeal pending before the High Court so as to avoid further unnecessary complications.

But the appeal was finally disposed of by the High Court of Allahabad on 31st March 1936, upholding the decision of the Additional Sub Judge in favour of the Plaintiff

Kathiawar Political Agency,

General & Revenue Secretariat. | File No. of 193 . | [App F. III–2

Serial No.

(Respondent) Ashabhai Singh. A certified copy of the judgment was received here with Municipal Council's letter dated 25th June 1936.

6) The opinion of the Govt Advocate in the matter is contained in paras 53 and 54 of the Notes supra.

" From the above facts it may be seen that (i) Mr Ashabhai Singh is the owner of the land leased out to the Govt and with the Bavaria Municipality in whose favour the Lease Deeds have executed by the Govt;

(ii) the Bavaria Municipality is not entitled to the lease amount referred to in the Govt order dated 17.4.1931 which has therefore to be modified.

Points for orders

(iii) that action will have to be taken to (a) to have the registered patta and Kabuliyat executed in favour of the Municipality, formally cancelled;

(b) to move the said Municipality for refunding the amount paid to it so far

(c) to pay the amount so collected, to Mr Ashabhai Singh who is claiming Rent-free Govt in respect of the lands;

(d) to enter into negotiations, if necessary after the above payments with Mr Ashabhai Singh regarding lease of the land to Govt.

7) Submit for orders as directed

NOTE–Contn Sheet

28/8/36

64 As regards the question of acquiring the Katchghat by purchasing it from its Mr. Asharfi Singh, attention is invited to paras 68 and 74 of the notes in file No. Muz-207a-26, Serials 1-24. Govt. seem to have decided to purchase the Katcha Ghat. The land has been taken on lease from the Benares Municipality. (Vide para 83 of the note in file No. Muz. 207a-26). But now the High Court of Allahabad has confirmed the judgment of the Additional sub-ordinate judge, Benares, stating that Mr. Asharfi Singh is the owner of the land. It is a point for consideration whether Govt. should retain the land already taken up and, if so, whether they should negotiate with Mr. Asharfi Singh for this purpose. Attention is invited to the Govt. Advocate's opinion in regard to this matter contained in paras 53-54 of the notes. Attention is also invited to the fact that rent has to be paid in future to the Benares municipality and that rent for the land taken up on lease has to be paid to Mr. Asharfi Singh. The amount of rent already

D & E

F + X

28.8.36.

Katcha ghat at Benares

General & Revenue Secretariat. File No. 321 of 1935 [App. F. III–2

Serial No.	
X	paid to the Benares Municipality has to be recovered as under the Allahabad High Court's judgment, it is not entitled to any rent for the land.

28.8.36.

As suggested by the Govt. Advocate in his Note dated 9.7.36 at paras 53 & 54 supra, the Agent in Benares will be addressed to inform the Benares municipality of the position created by the judgment of the Allahabad High Court and also to approach the municipality for a refund of the amount of rent paid to it so far and to pray the amount so refunded to Mr. Ashrafi Singh.

We may also call for a report from him as to the terms on which Mr Ashrafi Singh would be willing to rent out the land in question or to effect a sale thereof and after receipt of the report, further action may be taken about the cancellation of the original lease with the municipality, and about entering into a fresh lease with Mr. Ashrafi Singh &c.

Gen. Secy) Yes- please Secy 29/8/36

Submit with a draft letter to the D.C for approval

3/9

Gen. Secy) The papers may be submitted to the Board's meeting on 13th inst. Secy 3/9/36

7/9

SECRETARIAT SEP. 29 AUG. 1936 8 25 SECRETARIAT 3 - SEP. 1936 45 NOTE—Contn. Sheet.

9 b 7.1 A Katolin Ghat at

27

440

File No. of 193 .

General and Revenue Secretariat

GENERAL SECRET
9 NOV. 1936
1 55

Letter No. c 1144 Sz. 6-11-36
from the Katolin
Submits a report with regard to
action taken by him, as directed.

7/11/ Subm for perusal. No further
action seems called for, at present

BJT 7/11/36

7/11

9/11/36

10/11 9/11/36

14/11/36

Before these papers are actually recorded
it seems necessary and desirable to retain
the sealed cover containing the Registered
Lease deed in respect of property No 1339
of Benares Municipality, received from the
State Hungur Treasury on 19.4.32.
A draft retaining the cover in the
State Hungur Treasury Officer's custody.

Kutcha Cyclat at Bellary 29

General and Revenue Secretariat — File No. — of 193 — [App. F. III—2

Serial No.

77 In view of the fact that the Allahabad High court has decided in appeal that the Bellary Municipality in whose favour the lease deed in question was executed by the Mysore Govt, is not the owner of the property leased out, the Deed in question is no longer operative and may perhaps be filed along with these papers in the Secty only instead of being returned to the State Huzur Treasury for safe custody. If this view is accepted the Treasury Officer will be informed accordingly

BS 7/8 the deed ~~having been executed~~ 30.11.36 by the being inoperative owing to the judgment of the Allahabad High Court referred to above, is no longer a valuable document to be kept in the State Huzur Treasury for safe custody

8.12.36. 79 May be filed in the records.

2 11/12/36

80 Gen Secy. Very well — Inv 4/12

81 A draft letter to the State Huzur Treasury Officer intimating him accordingly is submitted

BS 5/12 2 Inv 8/14

GENERAL SECRETARY 1 - DEC. 1936

TYPING SECTION DEC 1936 GENL & REVL SECTT.

NOTE—Contn. Sheet.

WD 0417—GPB—80,000—5 9-36

File No. of 193 .

General and R Secretariat

Serial No.

E

14/12

4/1

SUBJECT .....

.....

.....

2 Stats

Section Immigration

File No.

Serial No.

Diary No. of letter replied to 1125 / 1235

No 1551 Enc. one file & one sealed Cover

To The Asst Comm, Immigration Comm's Office, Bangalore

General and Revenue Secretariat

Immigration

the *193* .

Date of issue 26/4/32

Sir,

Signed by Mr. B. Medhukrishnappa

With reference to your letter No C 661/31-32 dated the 4th/5th April 1932 I send herewith for reference, Immigration file No 20(a) of 1926 sub-div and a sealed cover containing evidence re the leasing of Kateha & Khatas at Banavar and pointing out the Khata which they may purchase & the Inclosure's Serial Numbers therein.

List of enclosures .....

Copied by .....

Examined by .....

25/4/32

Appendix F G—1]

SUBJECT .....

.....

.....

2 Dels.

Section

File No.

Serial No.

Diary No. of letter replied to 1125 / 1239

No 1550.

To The Officer in Charge of the State Hangar Jummy Bangalore.

General and Revenue Secretariat

( )

the 193 .

Date of issue 26/6/32

Signed by Mr B. Madhakrishna

I am directed to acknowledge receipt of the sealed Cover (Cover contents enquired in 1258) forwarded with your letter 20643 dated the 19th April 1932

I have &c

25/4/32

for Secy to Govt.

List of enclosures .....

Copied by .....

Examined by .....

Offr. in
26.4.32

No. C.11647/36.

GENL. & JUDL. DEPT. 1282 3- MAY 1932 MUZRAI.

OFFICE OF THE
IN MYSORE,

Bangalore,...25th..April..... 193

FROM

S. HIRIANNAIYA, ESQ., M.A., B.L.,
~~SXPXYRAJAGOPALAYACHARYULUXESQ.,XBAX,BLX~~
Muzrai Commissioner in Mysore.

To

Rajaseva purandhara
P. Srinivasa Iyengar, Esq., B.A., B.L.,

Secretary to Government of His Highness
the Maharaja of Mysore,
Revenue Department.

SIR,

Adverting to correspondence ending with G.O. No. 2306-07/ Muz. 307A-36 dated 17-4-31 re: the lease of a site out of B nos. in inclusion in the grounds of the Mysore Government Observatory to the Club, I have the honor to state that in his report dated 25-1-32 the Agent stated that in reply to an application made by the Club to the Municipality for the land being made over to its possession, it was personally urged by the Municipal authorities that the question of the proposed remission of the arrears of the lease amount for previous four years was claimed by the Municipality were not known, the Agent was asked to obtain a written reply from the Municipality and submit the same.

In his report dated 4-4-32, the Agent states that he went to the Municipal Office personally, to make enquiries and was orally informed that one Asal Singh had filed a Civil Suit against the Municipality claiming a sum of Rs 5010/- on the ground that one portion of the land leased to the Mysore Government stood in his name and that a notice would be sent to the Counsel of the suit.

The possession of the land in respect of which the lease deed has been executed and registered has not still been made over to us on the question of payment of either the arrears or the current rent does not arise at all. The disposal of the suit said to have been filed by Asal Singh and the placing of the site actually in our possession is

therefore to be awaited before any further action is taken in the

I have the honor to be,

Sir,

Your most obedient servant,

Mukrai Commissioner.

34

No. C.661/31-32

(3) Encls. 8 (2 Plan, (3) sealed cover containing Regd lease deed & sketch plan (4) Scott file No. 207(a)-26

OFFICE OF THE MUZRAI COMMISSIONER IN MYSORE.

Dated, Bangalore, 11th June 1932

FROM

S. HIRIANNAIYA, ESQ., M.A., B.L.,
Muzrai Commissioner in Mysore.

TO

Rajasevaprasakta
T. Srinivasa Iyengar, Esq., M.A., B.L.,
Secretary to the Government of His Highness the Maharaja of Mysore.
Finance (Land) Department.

SIR,

In forwarding herewith correspondence ending with report dated 19-3-32 from the Mysore Government Agent on Pensées the matter of leasing an additional plot of land measuring 7' x 1', I have the honor to state as follows.-

2. In December 1931 the Agent reported that he applied to Pensées Municipality on 26-11-27 for permission to build shops on a piece of Municipal land close to the east or the north of Mount Overnoy to Chatram as he thought that the land would form part of the Kotwalship Grant recently taken on lease for Rs 5/-. But later on it was found that this portion is not included in the Katcha Chit of the Municipality have issued notices demanding a sum of Rs 50/- towards arrears also an annual rent of Rs 1/-.

3. The Agent applied for permission to put up the shops constructed his own accord and brought this to the notice of this office. The Municipality demanded the payment of Rs 50/- towards arrears annual rent of Rs 1/-.

4. With a view to see if the land in question was included in Katcha Chit the Secretariat file and the plan were examined. The plan filed along with the lease deed showed that the land was not included in the Katcha Chit while the plan filed along

Secretariat file and signed by Mr. Lakshminarasimhiah, Assistant Engineer who visited Benares in 1927 in connection with the construction of the n Chatra building shows that the lands in question is also included in the atcha Chit.

5. As there is difference in the two plans referred to above and the Agent also feels doubtful in the matter, I request that the Benares Government may kindly be addressed if necessary and the truth ascertained.

6. Copy of correspondence between this office and the Agent and the Secretariat file .207(a) of 36-37 and the lease deed and the plan sent with your No.1551 dated 25/26-4-33 are enclosed herewith.

I have the horor to be,

Sir,

Your most obedient servant,

Rao Sahib Commissioner

ter dated 28-12-31 from the Agent, Hanuman hat; Mysore State, to cutive Officer, Benares Municipal Board, Benares. (Through Babu Lal Das Jee, Municipal Commissioner).

With due respect and humble submission I beg to lay before your Honour these following few lines for your kind consideration and favourable ord

That I am an Agent of the Mysore State and that a house No.74/11 belonging to the State is situated at Hanuman Ghat, Gaun ka Mohalla Tholupur Benares City.

That I had asked your honour to take the Municipal piece of land measuring 7 ft. x 1 ft. in order to construct the steps for the purpose of using the northern gate on the 30th November 1927.

That an information either in Urdu or English was issued from your honour's office on the 23rd May 1931 which reached me on the 6th July 1931. The contents of which were unintelligible to me as I know Hindi only save that I can sign my name in English. Upon this I asked the bearer (peon) as to what it contains he said to me, "You have to pay me P 1/- per annum x as the Parjaut of the steps that you have constructed and that you have to sign this paper as an agreement." I did the same relying the words of the bearer of the note.

That after some months a notice No.367 ... dated the 3rd November 1931 was issued from the Benares Municipal Board (Octroi Union) reached me on the 4th November 1931, asking me therein to deposit P 1/- as an annual x for the Parjaut of the above constructed steps. I did the same on the 12th November 1931 and got a receipt No.77 which is also with me.

That on the same date even in the Rent Office I was not informed anything concerning the amount of P 50/- as Nazrana which is now going to be demanded from me, otherwise I would not have deposited P 1/- as rent.

That another notice from the Rent Office No.T. .367 dated the 24th November 1931 reached me on the next day, informing me to deposit P 50/- as Nazrana for the construction of the steps.

That I had sent the reply in Urdu on the 26th November 1931 that I am not willing to deposit P 50/- as Nazrana but am ready P 1/- per annum x

That I had again been served with a notice dated the 14th December 1931 on the 25th December 1931 asking me to deposit P 1/- per annum x I had already signed my name for this agreement in the October 1931 on the paper issued by the office on the 23rd May 1931.

That I beg to state that the mistake has been committed by me on the words of the man who bore that paper which was either written in Urdu or English which I do not remember on the 6th July 1931 otherwise I would never have signed my name on that paper.

That I had consulted the Mysore Government for this as well as he is unwilling to agree to this term. Only I 1/- per annum is accepted.

Hence I hope that you would be kind enough to consider my case and order me either to keep my steps or not but in either case I am unwilling to pay R 50 as Nazrana.

For this act of kindness I shall ever remain grateful.

"COPY"

For Local Commissioner.

Copy of letter No. 601 of 31-32 dt. 5-1-32 from the Muzrai Commissioner to the agent at Benares

(——) 40

(ಶ್ರೀ) ಶ್ರೀ ಕಾಶೀಕ್ಷೇತ್ರದ ಹನುಮಾನ್ ಘಾಟಿನಲ್ಲಿರುವ
ಮೈಸೂರು (ಶ್ರೀ) ಶ್ರೀಮನ್ ಮಹಾರಾಜರವರ ಧರ್ಮಛತ್ರದ
ವಿಷಯ [illegible] ಯವರಿಂದ [illegible]

ಈ ಛತ್ರದ ಉತ್ತರ ದಿಕ್ಕಿನಲ್ಲಿರುವ [illegible]
ಸದರಿ ಛತ್ರದ ಭಾಗಗಳು 2-3 ಅಡಿ ಎತ್ತರವಿರುತ್ತೆ
7 ಅಡಿ ಉದ್ದ। ಅಡಿ ಅಗಲ [illegible]
[illegible] ಇಂದಗು
[illegible]
[illegible] 28-11-31 ನೇ [illegible]
[illegible]
304 ನೇ ನಂಬರು [illegible]

ಸದರಿ ಛತ್ರದ ಮುಂಭಾಗದಲ್ಲಿ [illegible]
[illegible]
[illegible]
[illegible]
[illegible]

Copy.

[signature]
for Muzrai Commissioner

[initials]
26/1/32

3229 dt. 14.3.32 from the agent
~~Extract~~ Letter no C 661 of 31.3.32 dt 12.3.32 from the
Mining Commissioner to the agent-at-Bezwada 45

Reference No 829 Dt 19.3.32 from the Collector.

46

Copy.

For Muzrai Commissioner

SUBJECT .....

.....

.....

Section Mucz

File No. 313-31

Serial No. 2

Diary No. of letter replied to 41

No. 181/Muz.

To The Muzkai Commissioner in Mysore

Sir

General and Revenue Secretariat
(Muz)
the *193* .

With reference to your

Date of issue 25-7-32

Letter No. C 6612/ 11.5.1932 & 2.6.1932

~~Regarding Encroachments adjacent~~

~~Report No. 3297 (19.3.32) from~~

~~the Mysore Govt Agent at~~

~~Bangalore~~ stating that the Mysore Agent at Bangalore reports

Signed by .....

that he applied to the Bangalore Municipality on 28/11/27 for permission to build steps on a piece of Municipal land close to the gate on the North of the Mysore Government Cantonment As he thought that such a work would form part of the Kalyanghat

List of enclosures .....

Copied by .....

Examined by .....

recently taken on lease for Rs 50
~~which was later found to be~~
~~not be included in the Kalcha~~
~~that~~ and got steps constructed
by his own accord and brought
this fact to ~~his~~ Mun. Comrs
notice only when the Benares
Municipality demanded payment
of Rs 50/- as Nazarana and
an Annual rent of Re 1/-
Requesting ~~Orders in the~~
~~matter as to whether~~ only whether
~~doubt~~ ~~doubt~~ doubt for a report to the two plans one filed with
lease deed & the other
in the deed file signed by
D. Lakshminarasimhaiya
Asstt Engr.
the additional list of land on
which the steps have been constructed
~~is included in the Kalcha that or not~~, the Benares Govt
~~belong~~ to the Benares Municipality, be addressed if necessary
ascertain the truth,
I am directed to state that
~~Govt accord their sanction~~
~~to the payment of~~ the amount
demanded by the
of Rs 50/- by the Benares Municipality as Nazarana for the land in question
~~in respect of the said land~~
may be paid to them.
~~as demanded~~.

Shankar
2/10/17
for Sd Secretary

Memo. No. 182 dt 25.7.32
Copy to Commissioner Mysore
Govt for information
By order

To

The Typing Section

For kindly favor of

being notified.

[illegible]

20

In the first place, the insertion "Stet" was not legible. In the second place, if the omission had been indicated separately, it would have been possible to insert the omitted portion in the available copy-space and has necessitated retyping the whole thing. In such cases I request that instructions if any may kindly be given on a separate slip

KW 2/17

GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE

FINANCIAL SECRETARIAT.

No.

Dated, Bangalore, 20th July 1932.

From

S SHAMANNA, Esq, B A

Financial Secretary to the Government of His Highness the Maharaja of Mysore

To

The Muzrai Commissioner in Mysore,
Bangalore.

Sir,

With reference to your letter No.C.661 dated 11th May/2nd June 1932 stating that the Mysore Government Agent at Benarese reports that he applied to the Benares Municipality on 28th November 1927 for permission to build steps on a piece of municipal land close to the gate on the north of the Mysore Government Chattram there, as he thought that that land would form part of the Katcha ghat recently taken on lease by this Government for Rs 50/- and got steps constructed of his own accord and brought this fact to your notice only when the Benares Municipality demanded payment of a sum of Rs 50/- as Nazarana and an annual rent of Re.1/- and requesting that as it is doubtful from a reference to the two plans filed with the lease deed and the other contained in the Secretariat file and signed by Mr.Lakshminarashimhayya, Assistant Engineer whether the additional bit of land on which the steps have been constructed is included in the katcha ghat or not, the Benares Government may be addressed if necessary to ascertain the truth, I am directed to state that the amount of Rs 50/- demanded by the Benares Municipality as Nazaran for the land in question may be paid to them.

I have the honor to be,
Sir,
Your most obedient servant,

Financial Secretary to Government.

GENL. REV. SECTION
1463
13 JUN. 1932
MUZRAI.

OF THE MUZRAI COMMISSIONER
IN MYSORE,

Bangalore, 7th June 1932.
10.

FROM

S. P. RAJAGOPALACHARI, ESQ., B.A., B.L.,
Muzrai Commissioner in Mysore.

Rs.

8133

To

Rajasevaparayana
B. Srinivasa Iyengar, Esq., B.A., B.L.,
Secretary to Government of His Highness
the Maharaja of Mysore,
Financial
Department.

SIR,

In continuation of this office letter No.C.1144 of 31-32 dated -- 28th April 1932 in re the lease of Katcha Ghat at Benares for inclusion in the grounds of the Mysore Government chattram at the place, I have the honor to submit herewith (for kind reference and obliging return) a copy of the judgment passed by the Additional Sub Judge Benares in -- favour of the Plaintiffs Babu Ashrafi Singh and others received with the Agents report No.337 dated 12th May 1932.

The Agent further reports that the Municipal Board have filed an appeal to the High Court against the judgment of the lower court.

The disposal of the Appeal said to have been filed by the Municip Board in the High Court will be awaited before any further action is --- taken in the matter.

I have the honor to be,

Sir,

Your most obedient servant,

Asst. Commr
for Muzrai Commissioner, 9/6

(Absent from Head Quar

True copy of the orinigal on the stamp of Rs.1/8/-.

In the court of the Additional Sub Judge, Benares.

Present. Babu Mathura Prasad Saheb, Addl. Sub Judge.

Suit No. 42 of 1931.

Babu Ashrafi Singh & others..... Plaintiffs.

V. S.

The Municipal Board, Benares..... Defendent.

The case of the plaintiff is that plot No, 1339 which is on the bank of the river Ganges at Harish Chandra Ghat, is within the Zemindari of Babu Ashrafi Singh Plaintiff No.1. Its position will appear from map 61/c which has been prepared in this case by Mr. Brij Raman Das Commissioner. The portion of this plot shown green was acquired by the Municipal Boari, Benares, which is defendent in ~~xxxx~~ this case. The dispute is about the remaining southern portion verging the river. It is said that this portion along with the new land formed wory now and then owing to the alluvial action of the river belongs to plaintiff No.1. who has leased the same to plaintiffs 2. and 3. to the extent of *34, who keep their shop of stone and sand there. It is alleged that defendent claims this land as its own and interferes with the possession of plaintiffs 2. and 3. over the same, hence this suit for a declaration that the said land excepting the portion acquired under the " Land Acquisition Act " belongs to plaintiff No.1. and out of that the leased portion is of plaintiffs 2 and 3, leasees. They further want a declaration to the effect that the defendent has got no right to realise Jhari or market due there from. There is prayer for the issue of perpetual injuction as well.

The defendent contests the suit. It says the claim is barred by Section 326 of Act 2. of 1916 and that

that it is barred by limitation, as the defendent has been in possession of the land for over 60 years.

It is further contended that drain and steps have been erected on the land in suit at great costs within the knowledge of the plaintiff No.1. and the suit is therefore barred by principle of estoppel and acquisition.

I S S U E S :-

1. Is the land in suit the property of the plaintiff, or is the defendent owner of the same by virtue of of adverse possession ?

2. Is the suit barred by twelve years limitation

3. Is the suit not maintainable for want of notice as required by the provision of section 326 of Act 2, of 1916 ?

4. Did the defendent make any constructions on the land in suit, as alleged by it ? If so, how does it effect this suit ?

5. Is the suit barred by the principles of estoppel and acquiescence ?

6. To what relief, if any, are the plaintiffs entitled ?

F I N D I N G :-

Issue No.1. This is the vital issue in the case. Parties have been produced both oral and documentary evidence in support of the respective allegations with regard to the land in suit. First I propose to discuss the documentary evidence.

Plaintiffs have drawn my attention to more than half a dozen papers and they are following :-

Exhibit 19. It is a copy of the khewat for year 1306 F. (= 1899). In this paper Goshain Sheo Narain Puri is entered as owner of mohal Sheo Narain puri in maiza Bhadaini.

Ext. 18. This is khewat for 1307 F. in which the name

name of plaintiff No.1. is entered as the owner of said mohal in place of Sheo Narain Puri.

Ext. 9. which is Khasra for 1803, 1804 record the name of said Sheo Narain Puri as owner of complete plot No 1339, of which a portion is now in dispute.

Ext. 11. is a copy of a certain paper forming part of the land acquisition record which proceedings were taken out in year 1912 at the instance of the defendent Municipal Board, Benares. This paper shows that Bhagwan Das Kalwar No.20. and Lachhuman Narain No.21. were Parjawat Dars of Asharfi Lal Plaintiff in portions of this particular plot No. 1339 in question.

Ext. 10. is a copy of application of plaintiff No.1. demanding arrears of rent due from tenants and zar chaharum with respect to land acquired for the defendent, including portion of plot No. 1339.

Ext. 12. is a copy of the award showing that Ashaffi Sing plaintiff got compensation as proprietor for portion of this plot in the possession of ~~xxx~~ said tenants Lachhuman Narain and Bhagwan Das.

Ext. 14. is of 18-8-1912. It is a copy of application of the plaintiff No.1. praying for land in exchange, instead of cash compensation in the land acquisition proceedings.

Ext. 13. is a copy of statement of Ganga Pandey which will show that so early as 7-8-1912 he had claimed the entire plot No. 1339 as belonging to his master Ashrafi Singh Plff No.1.

From all these papers there does not remain in the least doubt in the fact that Ashrafi Singh is the owner of mohal Sheo Narain Puri and that the particular plot No.1339 stands within his zemindari. The general presumption of law is that the zemindar is the owner of every inch of land within his Zemindari. It is the duty of the defendent to prove how Ashrafi Singh got deprived of the ownership of the land in suit. As already remarked Mr. Brij Raman Das who has

has prepared a map of the locality which is paper 61/c of the record, has clearly pointed out there in the particular portion which is now in dispute. It is the eastern portion of 1339, which is being claimed by the plaintiffs. It verges the river Ganges. The green portion of the plot is the land which has been acquired by the defendent Board during the said land acquisition proceedings. The plaintiffs do not claim this green portion. The defendent has also got a number of maps prepared by its officers and they are on this record. These maps of the defendents do not appear to be accurate, for reasons noted by Mr. Brij Kishan Das in his report 163/c. An attempt has been made on behalf of defendent to show that the Board is in possession of entire land from over 60 years. It is also said that the land was acquired by the Government long ago and then it was handed over to the Municipality. In support of this some documents have also been produced. Let us see how far it is borne out by them.

Exts. L. L. and NN. (= 151/c and 153/c) are connected papers. The former is a certain correspondence between the Commissioner of Benares and the Local Government which had passed in 1868. In this there is a reference to the Source of income of the Municipal Fund Benares. Ext. NN is the register of this Source of income, in which there are following entries :-

Description of property.	Nature of endorsement and how occupied.
Lands on the side of the river Ganges from Assi to Barna Sangam.	These lands were taken possession of by Mr. Gubbins in 1855 as state property and are annually let in farm. The proceedings are in the shape of rents received from persons using the land for stocking stones, wood etc.

The land in suit is no doubt situated on the

the bank of the river Ganges and is between Assi to Baruna Sungam. In this strength it is argued that it ought to be recorded as Municipal Property. Deetal (D. W.) admits fact which go to establish it conclusively that numerous ghats within the said limits belong to private persons.

Ext. KK. is an extract from the register of immoveable property maintained by the defendant. Its entries show that portions of plots No. 1556 and 1557 measuring 2 Bighas and 11 Biswas known as Hasan Ghat have been treated as belonging to it. It is very difficult to say whether this document records to the particular land in suit or not.

Exts. M to W. are kabuliats executed by Bital Dom (D.W.) showing that he had taken all the land from Assi to Barna for realising Jhari.

Ext. Y. is an extract from contract register showing th the ghats were leased to Bital.

I am of opinion that such vague sort of suggessi as pointed out by Exts. M to Y cannot establish that the defendent is the owner of land in suit. In fact the land acquisition proceedings themselves point out that Ashrafi Singh was treated as owner of portion of plot 1555 and he was accordingly awarded compensations. The defendent has failed to prove from the documentary evidence how this land was acquired, by the Municipality. The documents clearly make out a case for the plaintiffs and I hold that they establish that plaintiff No.1. is the owner.

The oral evidence which was led by the defendent consists of the depositions of Bital, Manggoo, Shokha Mahraj Raghunath Saini and Sukh Nandan Lal. The first one is inherited as he had been enjoying the lease of the various ghats there for realising Jhari for very very long time and plaintiffs 2, and 3, have become his rivals, for the same. The second one does not say anything about the particular land in suit. The third one also maintains his stone shop

shop on the portion of the land in question. The 4th and the 5th are the servants of the Municipal Defendent's another witness named Mohsin Ali collects taxes from 2 years and does not know much about actual possession. Ram Jiwan, Bans Gopal Joog Raj Gir, Radhika Prasad and Brij Kishore Das are the witness of the plaintiffs. They all establish the possession of Ashrafi Singh over the plot. I attach special value to the deposition of Radhika Prasad, who is a very respectable person. He says that the previous to the last year boats never brought stones sand etc there. By this he menas to say that the story of realization of Jhari by the lessees of the defendent on this land is not correct. The last one namely Brij Kishore is the servant of the plaintiff No.1. He swears to his possession. I believe these witnesses of the plaintiffs hold that the land belongs to Ashrafi Singh and not to the defendent.

Defendents learned advocate has drawn my attention to the fact that plaintiffs 2, and 3, first tried to get the land on lease from the defendent and when they failed this attempt they instigated plaintiff No.1. to lease the same to them. This is no doubt right, but only on this account the plaintiff No.1. cannot be deprived of his ownership. I find the issue No.1. accordingly for the plaintiff.

Issue No.2. Under issue we have to deal with the question of limitation. It is admitted by the defendents own witnesses that the land in dispute gets under water every year during rains. Therefore even if we admit the defendent's possession by realising Jhari, the period during which the land remains under water will break the continuity of possession and cannot enable the defendent to mature its title by adverse possession. I therefore hold that the claim is not barred by limitation.

Issue. No.3. This issue has not been pressed. I therefore find it in the negative.

Issue No.4.and 5. It appears that the defendent has continued public drain on a portion of this land. That drain must remain. It cannot be removed. Issues are decided accordingly for the defendent.

Issue No.6. In view of my above findings plaintiffs are entitled to the reliefs claimed.

O R D E R E D :-

That the plaintiffs suit is decreed with respect to land in suit excepting that portion which is marked green in map 61/c and the land which is underlying the drain. The said map will be a part of the decree. The defendent will have also the right to approach the drain for cleaning it. Plaintiffs will get their costs from the defendent, who will bear their own costs.

Sd/- Mathura Prasad

19-4-32.

O.K.

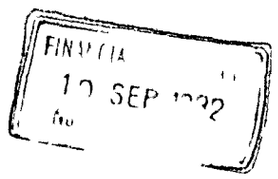
Date 12-4-32

May be handy given back
one with the corrected
papers on the
subject, which have
CB, repeated -
17/6/32 Mr Chief
on 16/6/32
17/6

10.9.32
5741

To

The Prime Minister,
Mysore State,
Mysore.



Sir,

Under instructions from my client Abu Nasr Arfat Singh, zamindar of village Dhadaini, Pargana Amat Amrat district Benares, now forming part of the City of Benares- I write to inform you that my client is owner of plot No 1339 of the settlement of 1883- 84 situate just close to the State House at Hanuman Ghat, Benares city. The State has taken possession of a portion of the said land by taking a lease of the same from the Municipal Board, Benares, ~~for which the State pays to the Municipal Board~~, for which the State pays to the Municipal Board, the sum of Rs.50/- per ~~month~~ annum. The Municipality had no right to lease the land and in Civil Suit No 41 of 1931 brought by my client against the Municipal Board, the Additional Sub Judge has held that the Municipal Board has no right, title or interest in the said plot and that the same belongs to my client the Plaintiff.

Under the circumstances I am instructed to inform you to kindly issue necessary orders to vacate my client's land occupied by the State and to pay the mesne profits for the last 3 years . My client is prepared to grant lease of the said land to the State if the State offers a proper premium and agrees to pay rent ~~as agreed upon~~. which may be fixed.

Reply within one month is solicited.

Yours faithfully,
Chandrabali Singh

Bhelupore,
Benares City,
5-9-1932

T. L.
10-9-32
10.9.32 M169 8/219

575 § 10th October 32

Mee3

DRAFT REPLY.

To

Mr. Umakanth Pande
Legal Practitioner,
Bhelupore, Benares City

Sir,

With reference to your letter dated the 5th of September 1932, written on behalf of your client --- Mr. Babu Asharfi Singh, bringing to the notice of the Mysore Government the decision given in your favour by the Additional Sub-Judge in Civil Suit 41 of 1931, I am given to understand that the Municipal Board has appealed against that decision to the High Court and that the matter is, therefore, still sub judice. I would, therefore suggest that the question of settlement etc., mentioned in your letter may be put off until the disposal of the appeal so as to avoid unnecessary complications. Please let me know if your client is agreeable to this course.

Yours ~~faithfully~~,

Draft.

Govt. Advocate.

10/10/32

Bhelupur,
Benares City.
17 - 10 - 1932

6

To

The Financial Secretary to the Govt;
His Highness, The Maharaja of Mysore.

29/10/3

Sir,

With reference to your reply No.575/MM- dated the 10th October, 1932, I have the honour to inform you that there is absolutely no case for the Municipal Board, Benares, in the appeal which is sure to be dismissed. However-my client has no objection to postpone taking action until the decesion of the appeal presented by the Board.

I may mention that my client has so far received no intimation of the filing of the appeal. It will be your look-out to protect the interest of the Raj by taking such steps as you think necessary about the future payment of rent to the Board.

Yours faithfully

Chandra Lal

****

754 Income
Mag

10th Novr.
11 L

The

The Muzrai Commissioner in Mysore,
Bangalore.

With reference to para 3 of your letter No. 1144/31-32, dated the 7/10th June 1932, re. the lease of the - - Kachaghat at Benares, for inclusion in the grounds of the Mysore Government Chatram at the place, I am directed to forward herewith for information and further action, if any, copies of letters dated 5th September and 17th - October 1932 in the matter received from Mr. Uma Kant Pande, Legal Practitioner, Benares City, and of this -- office letter No. 575/Muz. dated the 10th October 1932 addressed to him.

I have the honor to be,
Sir,
Your most obedient servant,

For Financial Secretary to Govt.
CC

IBJECT .....

.....

.....

Section Income Tax

File No.

Serial No.

ry No. of letter replied to 496

No. 754 Income

To The Income Tax Commissioner, Bangalore.

General and Revenue Secretariat

(Income Tax)

the 193 .

Sir,

of issue 11/11/31

With reference to para 3 of your letter No. 11461/31-32 dated the 1st June 1932 re the lease of the Kathaghat at Benares, for inclusion in the Succession of the Imperial Chairman of the Titles, I am directed to forward herewith for information and further action, if any, copies of letters cited.

ed by B. Muddukrishnappa

List of enclosures .....

Copied by .....

Examined by .....

~~The~~ 5th Sept and ~~the~~ in the matter
10th Oct 1932 received
from Mrs Emma Kent
Pondeland Legal Practitioner, Bennues &c,
Letter No 575/Imzpoi
dated 4th Oct 1932,
~~Letter~~ Pondeland address Rhini

Thanks &c

9/11/32

For H Secy to Govt

C.E.
8/11/32

General and Revenue Secretariat

No. ~~tt~~ 1647 Dated, Bangalore, 11th May 193

From

Financial Secretary to the Government of His Highness the Maharaja of Mysore.

To The

Sir, The Muzrai Commissioner in Mysore.

I am desired to invite reference to your letter No.1144/31-32 dated 10th June 1932 and this office letter No.754/Muz. dated 11th November 1932 regarding the lease of Patchaghat at Banares for inclusion in the grounds of the Mysore Government Chattram at the place and to reques to be informed whether anything has been heard about the disposal of the appeal said to have been filed by the -- Municipal Board of Banares against the judgment passed by the Additional Sub Judge Banares in favour of the plaintiffs Babu Ashrafin Singh and others.

I have the honour to be,
Sir,
Your most obedient servant,

for Financial Secretary to Govt.

SUBJECT .....

.....

.....

Section

File No.

Serial No. R

Diary No. of letter replied to .....

No 1647.

To The Ag.

General and Revenue Secretariat

( )

the 193 .

Sir

I am directed to invite

Date of issue ..... 12/5/33 E R

reference to your letter No. 1144 and the office letter No. 752/Misc-3/11-11-32 31-3 & 10.6.32 regarding the lease

Signed by W.D. Mudaliar Krishnamurthy

Katchaghat at Banares for inclusion in the grounds of the Mysore Govt. Chetty at the place & to request to be informed whether the appeal said to have been filed by the Municipal Board of Benares against the judgment passed by the Addl. Sub Judge Benares in favour of the Plaintiffs Babu Ashraf Singh & others.

anything has been heard about the disposal of

List of enclosures .....

I have &c

Copied by .....

Examined by .....

10/5

D.O. Draft.

9/5/33

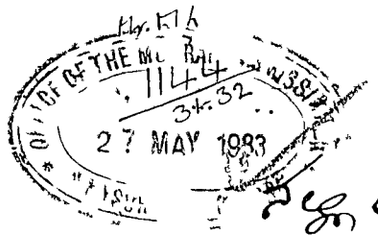
9/5/33

Rev

Fr-Pl Sy

WD 71—GBPM—40,000—20-7-31.

ರಂ 396
27-5-83



FG—1]

Sms 46 71 62

JECT .....

.....

.....

Section Mcg

File No.

Serial No.

Diary No. of letter replied to .....

No. 451

To The M.C.

General and Revenue Secretariat

( )

the *193* .

Sir

I am directed to invite your kind reference to correspondence ending with your letter no. 1144/31 32 dt 18/5/33 about the lease of the Kutcha ghat at Benares and to enquire whether anything has been heard about the disposal of the appeal filed by the Municipal Board of Benares against the judgment passed by the Additional Sub-Judge Benares in favour of the Plaintiffs Babus Ashraf Hajj and Others.

Date of issue .. 24-9-34..

Signed by Mir B Muhammad Rafiq

List of enclosures ... .

Copied by .....

Examined by .....

Yours etc.
19/9
for Ch. Secy to Govt.

WD 0677—G PB—15,000—3-11-33

OFFICE OF THE MUZRAI CO ISSIONER IN M ORE,

Bangalore,..20th..September.....*193* 5

23

FROM.

N. MADHAVA RAU, ESQ., B.A., B.L.,
Muzrai Commissioner in Mysore,
Bangalore.

GENL. & REV. SECRETARIAT 364 1 - OCT 1935 MUZRAI BR.

To

H. V. Ramaswami, Esq., M.A., B.L.,
Secretary to the Government of His Highness
the Maharaja of Mysore,
.....General ..... *Department*

SIR,

With reference to your D.O. No.305/Muz. dated 30-8-1935 re: the lease of Katcha Ghat at Benares, I have the honor to state that the Agent who was written to in the matter, reports that the suit filed in the High Court, is still pending disposal.

I have the honor to be,

Sir,

Your most obedient servant,

Muzrai Commissioner.

O. 11
31-2
Enc. 2

OFFICE OF THE MUZRAI COMMISSIONER,
IN MYSORE,

Dated, Bangalore,.....14th March.....

GEN'L & FEL SECRETARIAT. 1014 MAR

FROM K. V. ANANTARAMAN, Esq., B.A.,
~~K. MADHAVA RAO, Esq., B.A., B.L.,~~
Muzrai Commissioner in Mysor

To

M. Venkatesa Iyengar, Esq., M.A.,
Secretary to the Government of His Highness
the Maharaja of Mysore,
..... General ..... *Department.*

16 MAR. 1936

SIR, 1/16/3

Re. the result of the decision of the High Court in respect of the ownership of Katcha Ghat at Benares.

I have the honor to forward herewith for the information of Government a copy of report No.131/35-36, dated 7th March 1936, from the Agent of the Government Chattram at Benares, stating that the High Court has upheld the decision of the Additional Sub Judge to the effect that the Municipal Board of Benares have no right, title or interest in the above plot and that it belongs to Mr. Babu Asharfi Singh, and to state that the Agent has been instructed to send a copy of the judgment together with a rough sketch of the ghat and its surroundings and also specific proposals to carry on negotiations with Mr. Babu Asharfi Singh. A copy of the communication sent to the Agent is also enclosed for perusal. On receipt of his reply, a further communication will be submitted.

I have the honor to be,

Sir,

Your most obedient servant,

K. V. Anantaraman

Muzrai Commissioner.

A/ 1-1-36 from the Agency Govt
Chattram Uparaas to the Mujrai Commr

74

ಜವಾಬ್ ವಿಪ್ರಸಮಾರಾಧನೆ ನಡೆಯುವ ಮಂಜರಾಬಾದು ತಾಲ್ಲೂಕಿನ
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Mus 321-35-1

1144
31-2
Enc. 4

OFFICE OF THE MUZRAI COMMISSIONER
IN MYSORE,

Bangalore, 3rd June 193

GENL & REV SECRETARIAT
27 JUN 1936
1391
MUZRAI E

FROM

K. V. ANANTARAMAN, ESQ., B.A.,
Muzrai Commissioner in Mysore

To

[illegible] Venkatesa Iyengar, B.A., ...,
Secretary to the Government of His Highness
the Maharaja of Mysore,
[illegible] *Department*

26 JUNE 1936

SIR,

Order [illegible] Patel's suit at [illegible]res.

In continuation of [illegible] letter [illegible] the above, I have the honour to forward herewith certified copy of the judgment in Appeal Case No. 77 of 1935 on the file of the Hon'ble High Court together with copy of the Sub Judge's order [illegible] Rs. 5000 received from the Agent of the Mysore Charities vide his Memo No.145/35-36 dated 4th May 1936 (copy enclosed). The Agent states that as regards the disposal of the property to the Government of [illegible], Mr. Asharfi Singh and the Agent approached Mr. Allin to act on the advice of his Counsel, Mr. Umakanth Pande, that it does not matter if this property is not acquired and that it will be only useful in case it is decided to extend the existing Aut [illegible] to us. In this connection, I invite the reference to letter dated 6th September 1935 received from Mr. Umakanth Pande in pursuance to correspondence resulting in the client--Mr. Asharfi Singh--is prepared to grant lease of the said land to the State if the State offers proper rental and agrees to payment which may be settled. In view of the High Court decision the orders previously passed and also the registered [illegible] in favour of the Benares Dharmada Mandal have to be set aside and fully cancelled. If it is considered necessary to extend the Mysore Government Act as

originally proposed, I suggest that necessary further con
may be made with Mr. Uma Kanth Pande.

I have the honor to be,

Sir,

Your most obedient servant,

Muzrai Commissioner.

RMG

(Ed.) Bodhayana Ramasastry

Govt. Agent.

"Copy"

M. N. Ramakrishna
for Muzrai Commissioner

Appendix F. G.–1]

SUBJECT.....

.....

.....

Diary No. of letter replied to... .....

General and Revenue Secretariat.

( )

the 193 .

Date of issue 14-9-36

Signed by K & Subbarayappa

Section. Mez

File No. 321-35

Serial No. 2

No. 406 (1) Encs judgement copy

(2) plan

To (3) Govt Advocate's opinion

The M.C in Mysore

Sir,

With Reference to Correspondence ending with your letter No 1144/31. dated 25. 6. 1936 Regarding the Ownership of the Kutch Ghat at Benares, I am directed to forward herewith a copy of the opinion of the Govt Advocate in the matter and to state that as suggested therein, the Agent in Benares may be addressed to intimate to the Benares Municipality that the rights created by the judgment of the

+ paras 5-3 + 5-4, 1b the writer is to be taken into consideration

List of enclosures .....

Copied by .....

Examined by .....

to approach the Municipality for a
Refund of the amount of Rent paid
to it by the Govt so far and to pay
the amount so refunded to elh
Asharfi Singh who is now declared to be
the owner of the land in question. The Agent
may also be further be asked to ascertain
and intimate the terms on which
elh Asharfi Singh would be willing
to lease or sell to Govt the land, or to offer
a sale thereof. After receipt
of the report on the above points,
further action may be taken
about the cancellation of the
original lease with the Municipality
and also about entering into a
fresh lease with elh Asharfi
Singh.

Please etc

Sd/- 3/9/36
Secy

Sd/- 3/9
Revenue Secretary

Sd/- 3/9

GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE

General and Revenue Secretariat

No. 406 Encls 1) Judgment-copy
Mez 321-31-2 (2) plan.
(3) Govt Advocate's opinion

Dated, Bangalore, 8th September 1936
14a

From

The *General Secretary to the Government of His Highness the Maharaja of Mysore.*

To

The Muzrai Commissioner in Mysore,
Bangalore.

Sir,

With reference to correspondence ending with your letter No.1144/31-2 dated 25th June 1936 regarding the ownership of the Katcha Gha at Benares, I am directed to forward herewith a copy of the opinion of the Government Advocate in the matter and to state that as suggested therein, the Agent in Benares may be addressed to inform the Benares Municipality of the position created by the judgment of the High Court of Allahabad and also to approach the Benares Municipality for a refund of the amount of rent paid to it by the Government so far and to pay the amount so refunded to Mr.Asharfi Singh who is now declared to be the owner of the land in question.

The Agent may also be asked to ascertain and intimate the terms on which Mr.Asharfi Singh would be willing to lease or sell the land to Government. After the receipt of a report on these points further action may be taken about the cancellation of the original lease with the Municipality and also about entering into a fresh lease with Mr. Asharfi Singh.

I have the honour to be,

Sir,

Your most obedient servant,

Subbarayappa

for General Secretary to Government.

Opinion of the Govt. Advocate.

Re: Point No.1:- The decision of the Civil Court is binding on the Benares Municipality which was a party to the litigation and as it has been found ~~ka~~ that Mr.Asharfi Singh is the owner and not the Municipality, the latter would not be entitled to the rent in question. The Government need not, therefore, pay any rent to the Municipality hereafter. The Agent may be requested to intimate this to the Municipality.

Re: Point No.2:- The Agent in Benares may also be requested to approach the Municipality for refunding the amount paid to it so far as Mr.Asharfi Singh is claiming rent from the Government. There may be no difficulty in getting the refund as the Municipality, which is a responsible body, may not resist the claim on any untenable grounds.

- - -

Sd/- Subbarayappa

For General Secretary

GENL. & REV. SECRETARIAT
6 NOV. 1936
440.

No. 1144
31.2
Gen. Dept

THE MUZRAI COMMISSIONER
IN MYSORE,

Bangalore, 2nd November *1936*

Mug 321-35-3.

FROM

K. V ANANTARAMAN, Esq., B A.,
Muzrai Commissioner in Mysore

To

M. Venkatesa Iyengar, Esq., M.A.,
Secretary to the Government of His Highness
the Maharaja of Mysore,
General *Department*

GENERAL SECRETARY.
4 NOV. 1936

SIR,

2/11/1 Ownership of the Kacha Ghat at Benares.

With reference to correspondence ending with your letter No.406/Muz 321-35-2 dated 8/14th September 1936 re. the above, I have the honor to forward herewith a copy of a further report dated 19-10-1936 submitted by the Agent stating that the Benares Municipality has been informed that in view of the position created by the judgment of the High Court of Allahabad, it would not be entitled to any rent etc., and that Mr. Asharfi Singh has promised to consider the disposal of the land in question after he secures actual possession thereof by executing the decree of the High Court. The Agent will be instructed to keep this in view and approach Mr. Asharfi Singh in time and secure the land for the Chattram on advantageous terms. Except a sum of Rs.50 which had been paid to the Municipality in the shape of Nazarana, no further payments had been made for reasons explained in the concluding portion of this office letter No.C.1144/31-32 dated 28-4-1932. A refund of the above sum of Rs.50 was obtained from the Municipality and re-credited to the funds of the institution.

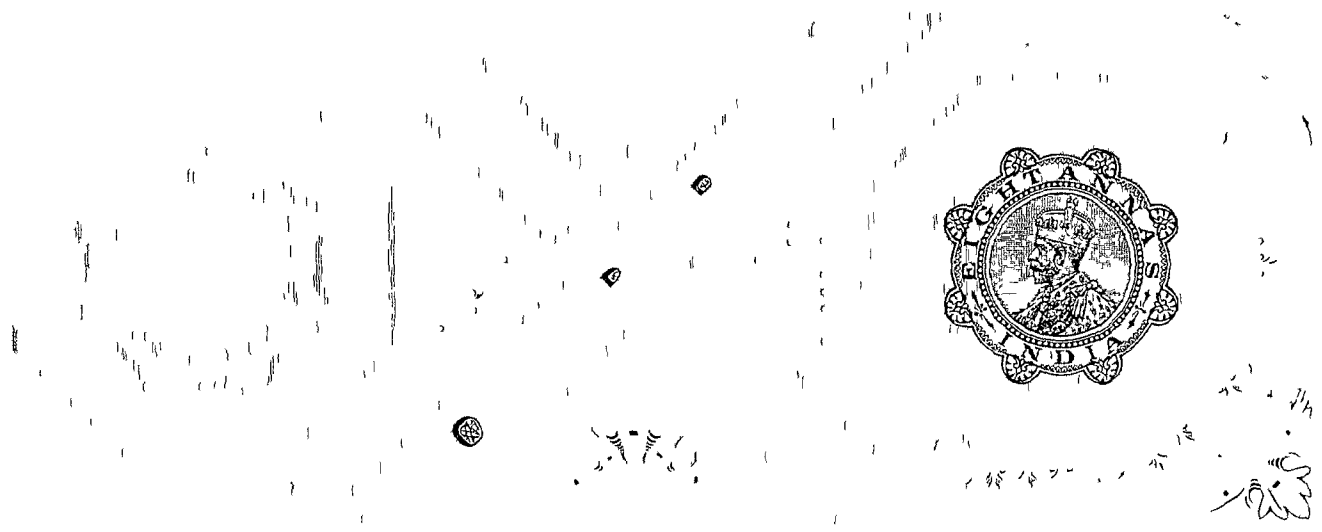
I have the honor to be,
Sir,
Your most obedient servant,

Muzrai Commissioner.

RPL

H. N. Brammer
2.11.36.
The Mysore Commissioner

OR COPIES ONLY R.



صرف نقل کے واسطے کام میں دیا جاے

एक रुपया

सिर्फ नकल के वास्ते काम में लाया जाय

Date on which application is made for copy accompanied by the requisite stamps. تاریخ جسپر نقل کي درخواست معہ اسٹامپ ضروري دي گئي	Date of posting notice on notice board. تاریخ آویزاں کیئے جانے اطلاعنامہ کے تختہ اطلاع پر	Date of delivery of copy. تاریخ حوالگی نقل	Signature of official delivering copy. دستخط عہدہدار کے جسے نقل حوالہ کی
22-4-72 Dwarka Prasad 1972 Dwarka Prasad Advocate	20-4-72 Dwarka Prasad Advocate	10-5-72 Dwarka Prasad 1972 Dwarka Prasad Advocate	

In the Court of the Addl. Subjudge Benares

Present B. Mathura Prasad Saheb, Addl. Subjudge

Suit No 42 of 1931

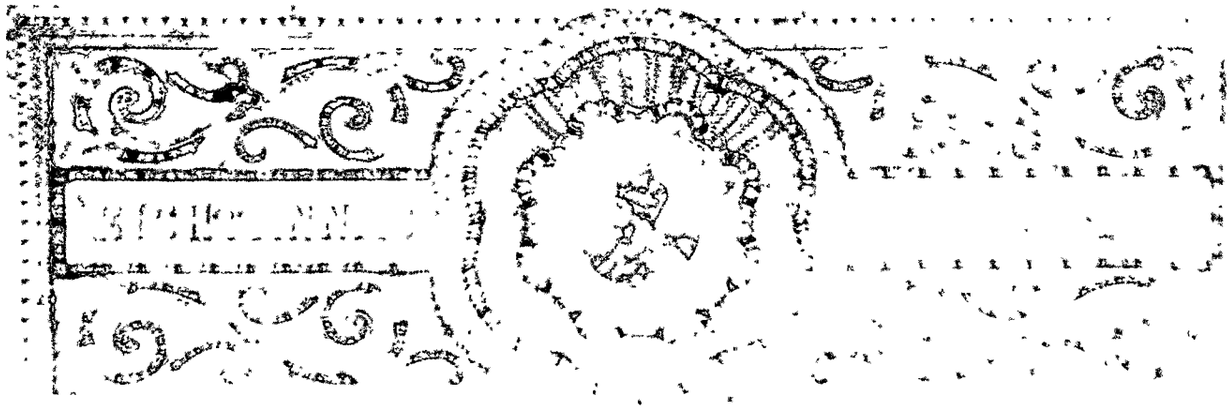
B. Asharfi Singh — — Plff

Vs

The municipal Board Benares — Defdt

Vacation. Lodging. Board at Allahabad

United Printers FOR COPIES ONLY



Filed along with application No 12 of 22 4/32
Pansinis

In the court of the Addl. Sub Judge, Benares.

Present B.Mathura Prasad. Saheb, Addl. Sub Judge.

Suit No 42 of 1951-

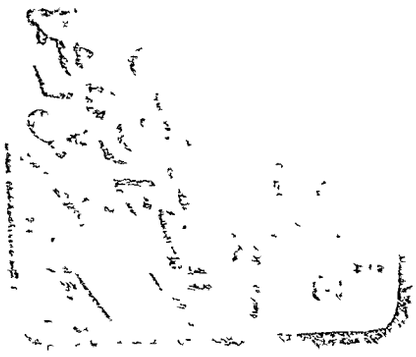
B. Asharfi Singh and otheres.....Plff.

Vs.

The municipal Boerd, Behares..... Defdt.

The case of theplaintiff is that plot no 1339 which is on the bank of theriver Ganges at Harish Chandra Ghat, is within the zemindari of B. Asharfi Singh plaintiff no 1. Its position will appear from map 61/c, which has been prepared in this case by Mr. Brij Raman Das Commissioner. The portion of this plot shown green was acquired by the municipal Board Benares, which is defendent in this case. The dispute is a bout the remaining southern portion verging the river. It issaid that this portion along with the new land formed wory now and then owing to the alluvail action of theriver belongs to plaintiff no 1, who has leased the same to plaintiffs 2 and 3 to the extent of .54, who keep their shop of stone and sand there. It is alleged that defendent claims this land as its own and interferes with the possession of plaintiffs 2 and 3 over the same, hence this suit for a declaration that the said land excepting the portion acquired under the "Land Acquisition Act" kkkkkn belongs to plaintiff no 1 and out of that the leased portion is of plaintiffs 2 and 3 as lessees. They further want declaration to the effect that thedefenfent has got no right to realise Jhari or market due therefrom. There is prayer for the issue of perpetual injuction aswell.

The defendent contests the suit. It says the claim is barred by Section 326 of Act 2 of 1916 and that it is



barred by limitation, as the defendant has been in possession of the land for over 60 y It is further contended that drain and step have been erected on the land in suit, at great costs within the knowledge of the plf no 1 and the suit is therefore barred by principle of and estoppel and acquision.

Issues. Is the land in suit the property of the plff. or the defdt owner of the same by virtue of adverse possession?

2. Is the suit barred by twelve years limitation?

3. Is the suit not maintainable for want of notice as requ-ed by the provision of section 326 of Act 2 of 1916?

4. Did the defdt. make any constructions on the land in suit, as alleged by it? If so, how does it effect this suit?

5. Is the suit barred by the principles of estoppel and acquisscence?

6. To what relief, if any, are the plff. entitled?

Finding.

Issue no 1. This is the vital issue in the case. Parties have been produced both oral and documentary evidence in support of the respective allegations with ragard to the land in suit. First I propose to discuss the documentary evisenc

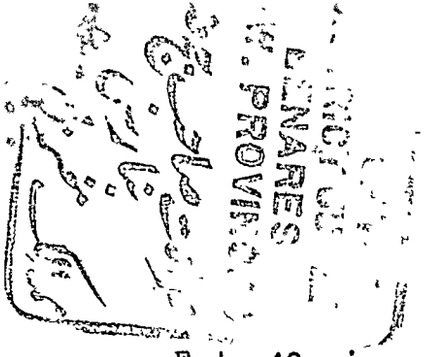
Plaintiffs have drawn my attention to more than half a dozen papers and they are following :-

Exhibit 19. It is a copy of the khewat for year 1306 F. ~~xxx~~ (= 1899). In this paper Goshain Sheo Narain Puri is entered as owner of mohal/ Sheo Narain puri in mouza Bhadaini.

Ext. 18 This is khewat for 1307 F. in which the name of plff no 1 is entered as the owner of said mohal in place of Sheo Narain Puri.

Ext. 9 - which is khasra for 1883, 1884 record the name of said Sheo Narain puri as owner of complete plot no 1339, of which a portion is now in dispute.

Ext. 11. is a copy of a certain paper forming part of the land acquisition record which proceedings were taken out in year 1912 at the instance of the defendent Municipal Board



Benares. This paper shows that Bhagwan Dass Kalwar No 20 and Lachhuman Narain No 21 were parjawat Dars of Asharfi Lal plff in portions of this particular plot 1339 in question.

Ext. 10. is a copy of application of plff no 1, demanding arrears of rent due from tenants and zar chaharum with respec to lamd acquired for the defdt, including portion of plot no 1339.

Ext. 12. is a copy of the award showing that Asharfi Sing plff got compensation as proprietor for portionsxxtxtx of this plot in the possession of said tenants Lachman Narain and Bhagwas Das.

Ext. 14 is of 18-6-1912. It is a copy of application of the plff no 1 praying for land in exchange.instead of cash compensation in the land acquisition proceedings.

Ext. 15 is a copy of statement of Ganga Pandey which will show that so early as 7-8-1912 he had claimed the entire plot no 1339 as belonging to his master Asharfi Singh plff no

From all these papers there does not remain in the least doubt in the fact that Asharfi Singh is the owner of Mohal Sheo Narain puri and that the particular plot no 1339 stands within his zemindari. The general presumption of law is that the zemindar is the owner of every inch of land within his zemindari. It is the duty of the defendent to prove how Ashar Singh gotdeprived of the ownership of the land in suit. As already remarked Mr. Brij Raman Das who has prepared a map of the locality which is paper 61/c of the record, has clearly pointed out there in the particular portion which is now in dispute. It is the eastern portion of 1339, which is being claimed by the plffs. It verges the river Ganges. The green portion of this plot is the land which nas been acquired by defdt Board during the said land acquisition proceedings. Th plffs do not claim this green portion. The defendent has also got a number of maps prepared by its officers and they are on this record. These maps of the defendent do not appear to be acurate, forreasons noted by Mr. Brij Raman Das in his

reprot 163/c. An attempt has been made on behalf of defendant to show that the Boar is in possession of entire land from over years. It is also said that the land was acquired by the Government longago and then it was handed over to the Municipality. In support of this some documents have also been produced. Let us see how far it is borne out by them.

Exts. L.L. and NN (= 151/ c and 153 / c) are connected papers. The formers is a certain correspondence between the commissioner of Benares and the Local Government which had pas in 1868. In this there is a reference to the Source of income of the Municipal Fund Benares. Ext. NN is the registar of this Source of income, in which there are following enteries :-

Description of property.	Nature of endorsement and how occupied.
lands on the side of the river Ganges from Assi to Barna Sangam.	These lands were taken possession o by Mr, Gubbins in ~~xxxx~~ 1853 as state property and are annually let in fa The proceeds are in the shape of rents received from persons using the land for stocking stones, wood etc.

The land in suit is no doubt situated on the bank of the river Ganges and is between Assi to Burna Sangam. In this strength it is argued that it ought to be recorded as Municipal property. Seetal (D. W) admits fact which goes to establish it conclusively that numerous ghats within ~~xxxxx~~ the said limits belong to private persons.

Ext. KK is an extract from the registar of immoveable property maintained by the defendent. Its entries show that portions of plots no 1338 and 1339 measuring 2 Bighas and 11 Biswas known as Massan Ghat have been treated as belonging to it. It is very difficult to say whether this document records to the particular land in suit or not.

Exts. M to W are kabuliats executed by sital Dom (D. W) showing that he had taken all the land from Assi to Burna for realizing Jhati.

Ext. Y is an extract from contract regist showing that the ghats were leased to Sital

I am of opinion that such vague sort of suggestion, as pointed out by exts. M to Y can not establish that thedefdt is the owner of land in suit, In fact, the land acquisition proceedings themselves point out that Asharfi Sing was treated as owner of portion of plot 1369 and he was accordingly awarded compensations. The defendant has failed to prove from the documentary evidence how this land was acquired. by the municipality. The documents clearly make out a case for the plaintiffs and I hold that they establish that plff no 1 is the owner.

The oral evidence which was led by the defdt consi of the depositions of Sital. Manggoo, Khokha Mahraj, Raghuna Sahai and Sukh Nandan Lal. The first one is inherited as he had been enjoying the lease of the various ghats there for realising Jhari for very very long time and plaintiffs 2 & 3 have become his rival for the same. The 2nd one does not say any thing about the particular land in suit. The 3rd one also maintains his stome shop on the portion of the land in question. The 4th and 5th are the servants of the Municipal Board. Defendent's another witness named Mohsin Ali collects taxes from 2 yearsand does not know much about actual possession. Ram jiwan, Bans Gopal, Joo Raj Gir, Radhika Prasad and Brij Kishore Das are the witness of the plaintiffs. They all establish the possession of Asharfi Singh over the plot. I attach especial value to the deposition of Radhika Pd. who is a very respectable person. He says that the previous to the last year boats never brought stones and etc there. By this he means to say that the story of realization of Jhari by the lessees of the defdt on this land is not correct. The last one namely Brijkishore is the servant of theplaintiff no 1. He swears to his possession. I believe these witnesses of theplffs and hold that the land belongs to Asharfi Singh and not to the defendent.

Defeddents learned advocate has drawn my attention to

the fact was that plffs and others first tried get the land on lease from the defendent when they failed this attempt they mi instigated plff no 1 to lease the same to them. This is no doubt right. but only on this account the plff no 1 can not be depr ed of his owner ship. I find the issue no 1 accordingly for the plff.

Issue No 2. Under issue we have to deal with th question of limitation. It is admitted by the defdts own witnesses that the land in dispute gets under water every yearduring rains. Therefore even if we admit the defdt's possession by realizing Jhari the period during which the land remains under water will break the continuity of possession and can not (e unable the defdt to mature its title by adverse possession. I therefore hold that ths claim is not barred by limitation.

Issue No 3 This issue has not been pressed. I therefo find it in the negative.

Issue no 4 and 5 It appears ~~that the defdt~~ that the defdt has continued a public drain on a portion of this land. That drain must remain. Itcan not be removed. Issues are decided accordingly for the defendent.

Issue no 6 In view of my above findings plaintiffs are entitl to the rekiefs claimed.

Ordered.

~~That~~ That the plaintiffs suit is decreed with respect to land in suit excepting that portion which is marked green in map 61/c and the land which is under lying the drain. The said map will be a part of the decree. The defendent will have also the right to approach the drain for cleaning it. Plaintiffs will get their costs from the defdt who will bear their own costs.

Sd/- Mathura Prasad

19-4-32

Typed by P M Sinha
Compared by J N
Words about 2400

True Copy,
Ram Kanderya
Head Copyist

GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE

General and Revenue Secretariat

Bangalore, Dated, 12th Dec 1938

No. 784
Mer 321-38-4

From

M. Venkatesa Iyengar, Esquire, B.A.,
General Secretary to the Government of His Highness the Maharaja of Mysore.

To

G. Rudrappa, Esquire, M.A., Bar-at-law.,
Officer in charge of the State Huzur Treasury,
Bangalore.

Sir,

With reference to your letter No. 6643 dated the 19th April 1938, I am directed to state that the sealed cover (Safe custody Register No. 1256) containing the registered Lease Deed in respect of property No. 1339 of the Chenares Municipality, has been ordered to be retained in the Secretariat for being filed along with the connected papers. Since it has become inoperative it has ceased to be a valuable document requiring to be kept in the State Huzur Treasury for safe custody.

I have the honor to be,
Sir,
Your most obedient servant,

Venkatesa Iyengar

for General Secretary to Government.

P.H.

FG—1]

BJECT .....

.....

.....

Section Merz

File No. 321-35

Serial No.

Diary No. of letter replied to .....

No. 784

To The Treasury Officer
State Hungry-1, Bangalore

General and Revenue Secretariat

( )

tne *193* .

Date of issue 12-12-36

Signed by Mr Mir Sofder Hussain

With reference to your letter No 6643 dated 19-4-1932, I am directed to state that the sealed cover (Safe custody Register No 1258) containing the Registered Lease Deed in respect of property No 1339 of the Benares Municipality, has been ordered to be retained in the Secretariat being filed along with the connected papers since it has become inoperative it has ceased to be a valuable document requiring to be kept in the State Treasury.

List of enclosures .....

Copied by 11.12.36.

Examined by.....

WD 01956—GPB—22,500—12-6-34

Treasurer per safe custody

for Secretary

Registered lease
deed in respect
Property no 1339
Benares Municipal
Together with site plan
30/5/22

Lease of land for the construction and maintenance of a Pucca Ghat

Acting EXECUTIVE OFFICER,

Witness
Dy. Municipal Engineer
Municipal office
Benares

Witness
Baldeo Prasad
Rent clerk
Municipal Bd. Benares

Lease of land for the construction [illegible]
ucca Ghat by the Municipal Board, Benares, [illegible]
Board of Lyore, for and on behalf of the Governor of the
ighness the Maharaja of Lyore, hereinafter.

It is hereby verified that the attached chalan dated
through file No.[illegible]-1 dated 4th December 1926 regarding [illegible] No.
1552 of Municipal Board, Sitla Ghat Chalio [illegible] Sharji [illegible]
Deluxera, Owners, under Board's Resolution No.903 dated
arch 1927 [illegible] the sanction of the Collector, Benares, [illegible]
letter No.706/XIII-152 dated 3rd January 1928 for the construction
and maintenance of a Pucca Ghat for 30 years on an annual rent
of Rupees fifty from 1st April of 30 years from
is given on the lease-holder [illegible] to abide by the [illegible]
conditions and vez s:-

1. That he will pay [illegible] fifty [illegible] annual [illegible]
arji without fail [illegible] year into the Municipal [illegible]
Treasury.

2. That the said [illegible] shall be used only [illegible]
for the construction [illegible] and shall [illegible]
never be kept in [illegible].

3. That the subsequent [illegible]
sub-tenant on the [illegible].

4. That [illegible] shall
of the [illegible]

Sold to The Mauzrai Commissioners in

P. S.

Treasury
15/10/30

911

Presented at the office of the Sub Registrar of Benares on Thursday the 12th day of March 1931 by Mr M. A. Khair, Acting Executive Officer Benares Municipal Board.

Mahadeo Prasad Sri Vastava

M A Khair
Acting Executive Officer
Mpl Board
Benares

Execution admitted by the aforesaid Mr M. A. Khair, who is personally known to me.

Mahadeo Prasad Sri Vastava

M A Khair
Acting Executive Officer
Mpl Board
Benares

to the Municipal Board and then shall not sell it without the permission of the Municipal Board; and when the whole or sold or in any way transferred, one-fourth of the amount shall be deposited in the Treasury of the Municipal Board, Agra, and the whole or-Kifulat will lie on Amla present and transfer... on the lease holder or purchaser shall be responsible for its amount.

Acting EXECUTIVE OFFICER.

5. That if the Municipal Board will be in need of the said plot within the period of the lease, the Municipal Board or Municipal authority will give one month's notice and before the expiry of the month the lease-holder shall vacate it on getting reasonable compensation which the Municipal Board may deem fit to grant.

6. That after the expiry of the time of lease, the Municipal Board have the right to either the lease-holder or re-enter it with the lease-holder on any reasonable amount.

7. That in case of default or breach of terms and conditions laid down in the lease, the Municipal Board have the right to eject the lease-holder without any suit in a civil court and shall forfeit the Amla deposited and shall realize the loss in any way the Municipal Board like, either from the lease-holder or his successors and the lease-holder and his successors will have no objection whatsoever.

8. Hence this deed is written so that it may be of use in time of need.

Boundaries of the property settled at a premium of Rupees fifty, bearing No.'Sha' in the village situate in Mohalla Gudh Shargi ward Bhatpura Agra according to the

map attached hereto are as follows:-

East:- [illegible]

West:- [illegible]

[illegible]

South:- [illegible]

This the 12" March 1931.-

In the twelvth line of the first page the words "march 5." have been struck out & 1 April 1930 written above the line.

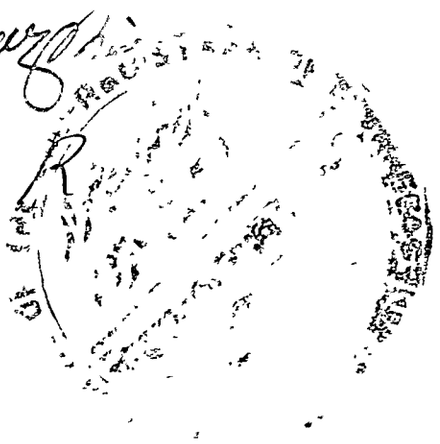
[illegible]

Acting EXECUTIVE OFFICER.

Registered as no. 911 in BK no I Vol. 213 on pages
281
284, this the 13th day of March 1931.

Susie W. Wingo

S- -



DATED

SITE PLAN OF THE MUNICIPAL LAND TO BE LEASED TO
MYSORE ESTATE BOUNDED BY RED DOTTED LINES SITU
NEMMOHALLAH OLDER SHARQIYAWARD BELGAUM MAIN
DAMI, PARGANA DELAT AMPHAT, DISTRICT BELGAUM

A PORTION OF SURVEY PLOT No. 1
SCALE 30 Ft = 1 INCH

Registered as no: 9111 in Bk. no I Vol: 2137 on pages 281/284
this the 13th day of March 1931 and recorded in M.B
no I Vol: 2140 on pages 39 & 40 on the same
date

[illegible]

one hundred [illegible] and one sealed cover

6/1/37.